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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made and entered into this 9th day of September, 1987, by and between MRS. LENA R. COSCIA, EUGENE L. COSCIA, and wife, AGNES G. COSCIA, JOSEPH J. COSCIA and wife, JOANNA C. COSCIA, and VIC J. COSCIA and wife, LOUISE L. COSCIA, hereinafter called "First Parties" and HORN LAKE CREEK BASIN INTERCEPTOR SEWER DISTRICT OF DESOTO COUNTY, MISSISSIPPI, hereinafter called "Second Party", WITNESSETH:

WHEREAS, by Sewer Easement dated July 10, 1986, First Parties granted unto Second Party a perpetual easement for the construction, maintenance and repair of the sanitary outfall sewer line with manholes, metering station, and other appurtenances, through, over, across and under the lands situated in DeSoto County, Mississippi, more particularly described in said Sewer Easement which appears of record in Deed Book 190, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, said Sewer Easement also granted to Second Party a right of access for construction, maintenance and repair of said facility from Highway 302; and

WHEREAS, First Parties have optioned the property and contemplate a substantial commercial development thereon by the Purchasers of the property; and

WHEREAS, the parties to said Sewer Easement have agreed to certain modifications of the right of access contained in said Sewer Easement and such is the express purpose of this instrument.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid by First Parties to Second Party, the parties agree to the following, to-wit:

1. The parties agree that the right of access granted by the Sewer Easement is limited to access that is reasonably necessary to properly maintain the facility owned by Second Party

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and Second Party covenants and agrees to use the easement only to the extent necessary to properly maintain said facility.

2. Second Party hereby grants to First Parties, their heirs, successors in title or assigns, the right to define and locate access to said facility at a future date when the property is developed by First Parties, their heirs, successors or assigns. Said access shall be at least thirty feet in width and shall be easily traversed by a maintenance truck and other equipment necessary to maintain the facility. Nothing contained herein shall in any ^{way} be construed as to require any type construction of improvements by First Parties, their heirs, successors, or assigns.

3. Upon designation and location of said access, Second Party agrees to use only the access so designated and located by First Parties, their heirs, successors or assigns.

4. Second Party further agrees that should future development of the property by First Parties, their heirs, successors or assigns, necessitate further relocation and redefinition of the access to be used by Second Party, that First Parties, their heirs, successors or assigns, shall have the right to relocate and redefine said access provided that Second Party's access is not impaired or diminished by said relocation. Nothing contained herein shall in any way be construed as to require any type construction of improvements by First Parties, their heirs, successors or assigns.

5. The parties further agree that Second Party's right of access, wherever located, is permanent in nature. All other terms of the Sewer Easement above described shall remain in effect unless specifically modified by this instrument.

WITNESS OUR SIGNATURES, this the 9th day of September, 1987.

Mrs. Lena R. Coscia
MRS. LENA R. COSCIA
Eugene L. Coscia
EUGENE L. COSCIA

Agnes G. Coscia
AGNES G. COSCIA

Joseph J. Coscia
JOSEPH J. COSCIA

Joanna C. Coscia
JOANNA C. COSCIA

Vic J. Coscia
VIC J. COSCIA

Louise L. Coscia
LOUISE L. COSCIA

FIRST PARTIES

HORN LAKE CREEK BASIN
INTERCEPTOR SEWER DISTRICT OF
DESOTO COUNTY, MISSISSIPPI

BY: Tom Arnold
SECOND PARTY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law, in and for the State and County aforesaid, the within named Mrs. Lena R. Coscia, Eugene L. Coscia and wife, Agnes G. Coscia, Joseph J. Coscia and wife, Joanna C. Coscia, Vic J. Coscia and wife Louise L. Coscia, who acknowledged they signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of September, 1987.

Andrew J. Stevens
Notary Public

My Commission Expires:
My Commission Expires January 28, 1989

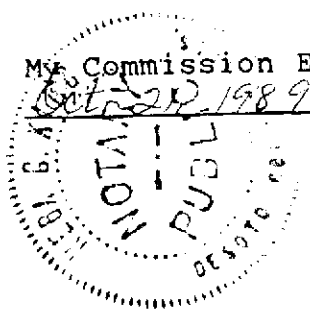
STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law, in and for the State and County aforesaid, the within named Tom Arnold, who acknowledged as Secretary of Board of Commissioners for and on behalf of Horn Lake Creek Basin Interceptor Sewer District of DeSoto County, Mississippi, he signed and delivered the above and foregoing instrument on the day and year mentioned and for the purposes therein expressed, being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 10th day of September, 1987.

Reba S. King
Notary Public

My Commission Expires:
Oct 22, 1989



Filed @ 4:20 p.m. 23 Sept, 1987
Entered in back 199 Page 84
H. C. Ferguson, Chancery Clerk